

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 93-382-S - ORDER NO. 93-672 ✓
JULY 27, 1993

IN RE: Midlands Utilities, Inc. Emergency Order) ORDER DENYING
 Concerning Sewer Service for the Property) REQUEST FOR
 at 146 Van Arsdale Road, West Columbia,) HEARING
 South Carolina.) AND/OR
) RECONSIDERATION

This matter is before the Public Service Commission of South Carolina (the Commission) on Randy Mull's (Mr. Mull's) request for a hearing and/or reconsideration of Order No. 93-583 (June 30, 1993). Order No. 93-583 required Mr. Mull to sign an agreement stating that he would be responsible for all charges billed to 146 Van Arsdale Road, West Columbia, South Carolina by Midlands Utilities, Inc. (Midlands) and to pay any reconnection charges that may be due at that location.¹

In his petition, Mr. Mull states he requests a hearing in order to ask Midlands and the Commission questions. In addition, he requests a hearing in order to show the Commission the attachment to the Residential Lease Agreement entered into between himself and Mr. and Mrs. Founderburg on June 1, 1993 for the lease of the Van Arsdale Road property.

1. This agreement is authorized by 26 S.C. Regs. 103-535(O)(Supp. 1992).

The Commission has reviewed the Orders issued in this Docket,² the Residential Lease Agreement submitted by Mr. Mull, and 26 S.C. Regs. 103-535(O)(Supp. 1992). Based on its review of these documents, the Commission denies Mr. Mull's request for a hearing and petition for reconsideration.

As stated in Order No. 93-583, this matter came to the attention of the Commission on Mr. Mull's oral request for an Emergency Order requiring Midlands to connect sewer service to the Van Arsdale property. The Founderburgs had applied to Midlands for connection of the sewer service at that location. Midlands refused to connect the service without the payment of a reconnection fee³ or the signature by Mr. Mull agreeing to be responsible for any possible accrued arrearage of the Founderburgs for sewer service to the property. Midlands insisted that the arrangement between Mr. Mull and the Founderburgs was one of a landlord/tenant relationship. Mr. Mull stated he was selling the property to the Founderburgs under a buy/sell agreement. In Order No. 93-583, the Commission determined that Midlands properly followed 26 S.C. Regs. 103-535(O).

26 S.C. Regs. 103-535(O) provides as follows:

In the case of a landlord/tenant relationship where the tenant is the customer, the utility may require the landlord to execute an agreement wherein such landlord agrees to be responsible for all charges billed to that

2. See Emergency Order dated June 23, 1993, and Order No. 93-583 (June 30, 1993).

3. Prior residents of the Van Arsdale property had vacated the property with an arrearage owed to Midlands. Consequently, Midlands disconnected the sewer service.

premises in accordance with the approved tariffs for that utility and the Rules of the Commission, and said account shall be considered the landlord's and tenant's account. In the event the landlord refuses to execute such an agreement, the utility may not discontinue service to the premises unless and until the tenant becomes delinquent on his account or until the premises are vacated. The utility may discontinue service pursuant to R.103-535.1 if the account is delinquent or may discontinue service at the time the premises are vacated and the utility shall not be required to furnish service to the premises until the landlord has executed the agreement, and paid any reconnection charges.

It is clear to this Commission that, by its own terms, the Residential Lease Agreement executed by Mr. Mull and the Founderburgs is in fact a lease. The lease provides the Founderburgs with an option to purchase the Van Arsdale property at the end of the lease period, June 1, 1994. The Residential Lease Agreement states that if the Founderburgs exercise this option, the contract of sale attached to the lease will be executed.

The Commission concludes that the Residential Lease Agreement fully explains the nature of Mr. Mull's relationship with the Founderburgs and that review of the unexecuted contract of sale attached to the lease at a hearing would not alter the Commission's view of that landlord/tenant relationship.⁴ Moreover, the Commission concludes that it would be inappropriate to ask the Commission questions at a hearing as requested by Mr. Mull. For these reasons, the Commission denies Mr. Mull's request for a hearing.

4. Moreover, when requested by the Commission Staff, Mr. Mull declined to provide the contract of sale attached to the lease.

Further, the Commission concludes that it properly followed the applicable law in this matter. Consequently, Mr. Mull's request for reconsideration is hereby denied.

IS IS SO ORDERED.

BY ORDER OF THE COMMISSION:

VICE

Chairman

Rudolph Mitchell

ATTEST:

Deputy

[Signature]
Executive Director

(SEAL)